

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
PURCHASING OPERATIONS  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

December 27, 2006

CHANGE NOTICE NO. 2  
TO  
CONTRACT NO. 071B2001196  
between  
THE STATE OF MICHIGAN  
and

|  |  |
|--|--|
| NAME & ADDRESS OF VENDOR<br><b>Seneca Medical</b><br><b>2435 N. Shaffer Park Drive</b><br><b>P.O. Box 399</b><br><b>Tiffin, OH 44883</b> | TELEPHONE <b>Colleen Bowman</b><br><b>800-447-0225</b> |
|  | VENDOR NUMBER/MAIL CODE                                |
|  | BUYER (517) 373-0301<br><b>Sue Cieciva</b>             |
| Contract Administrator: Martiza Garcia-Strong<br><b>Hospital Medical Supplies - Statewide</b>  |  |
| CONTRACT PERIOD: From: <b>January 1, 2002</b> To: <b>March 1, 2007</b>   |  |
| TERMS<br><b>Net 30 Days</b>  | SHIPMENT<br><b>As Requested</b>                        |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>Tiffin, OH</b>                      |
| MINIMUM DELIVERY REQUIREMENTS<br><b>N/A</b>  |  |

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby EXTENDED two months from January 1, 2007 to March 1, 2007.

Please Note: The buyer has been changed to Sue Cieciva.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per DMB Purchasing Operations request by letter dated December 6, 2006 and vendor acceptance (Barb Bruns) by letter dated December 18, 2006.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$15,000,000.00

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

October 4, 2002

CHANGE NOTICE NO. 1  
TO  
CONTRACT NO. 071B2001196  
between  
THE STATE OF MICHIGAN  
and

|  |  |
|--|--|
| NAME & ADDRESS OF VENDOR<br><b>Seneca Medical</b><br><b>2435 N. Shaffer Park Drive</b><br><b>P.O. Box 399</b><br><b>Tiffin, OH 44883</b> | TELEPHONE <b>Colleen Bowman</b><br><b>800-447-0225</b> |
|  | VENDOR NUMBER/MAIL CODE                                |
|  | BUYER (517) 373-8622<br><b>Martiza Garcia-Strong</b>   |
| Contract Administrator: Martiza Garcia-Strong<br><b>Hospital Medical Supplies - Statewide</b>  |  |
| CONTRACT PERIOD: From: <b>January 1, 2002</b> To: <b>January 1, 2007</b>   |  |
| TERMS<br><b>Net 30 Days</b>  | SHIPMENT<br><b>As Requested</b>                        |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>Tiffin, OH</b>                      |
| MINIMUM DELIVERY REQUIREMENTS<br><b>N/A</b>  |  |

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

**NOTE: Buyer and Contract Administrator has changed to Maritza Garcia-Strong, CPPB**

**Alternative Payment Methods**

**State Warrant/Procurement Card**

The contractor will accept orders by fax, phone, e-mail or purchase order. Payment will be made using the State's Procurement Card (MasterCard) or State warrant. The contractor shall not add a transaction fee to the invoice for items ordered using the procurement card. The contractor will provide quarterly reports on procurement card spend beginning October 1, 2002.

The contract must adhere to the State of Michigan's Privacy Policy regarding personally identifiable information. If credit card information is stored it may only be used by the credit card holder and for that individual's ease or ordering. The contractor agrees not to release the State's buying statistics or credit card information to third parties.

**SPECIAL INSTRUCTIONS TO STATE AGENCIES**

**To view State of Michigan pricing on line you must apply for a log on ID and password.  
Please call Customer Services at 1-800-447-0810 and ask for Alyssa at extension 223 or  
Ollie at extension 232 for assistance.**

**Returns**

If the item being returned was purchased using the procurement card please bring this to the attention of Customer Service when you call in the return. It is very important that Customer Service has this information to process the return correctly.

**Shortages/Broken Items**

Please report these items to Customer Service at Seneca Medical, not JPM Case (State of Michigan credit card company).

All other terms, conditions and specifications remain the same.

**AUTHORITY/REASON:**

Per DMB/OOP

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

January 2, 2002

NOTICE  
TO  
CONTRACT NO. 071B2001196  
between  
THE STATE OF MICHIGAN  
and

|  |  |
|--|--|
| NAME & ADDRESS OF VENDOR<br><b>Seneca Medical</b><br><b>2435 N. Shaffer Park Drive</b><br><b>P.O. Box 399</b><br><b>Tiffin, OH 44883</b> | TELEPHONE <b>Colleen Bowman</b><br><b>800-447-0225</b> |
|  | VENDOR NUMBER/MAIL CODE                                |
|  | BUYER (517) 373-7368<br><b>Corinne Sackrider</b>       |
| Contract Administrator: Corinne Sackrider<br><b>Hospital Medical Supplies - Statewide</b>  |  |
| CONTRACT PERIOD: From: <b>January 1, 2002</b> To: <b>January 1, 2007</b>   |  |
| TERMS<br><b>Net 30 Days</b>  | SHIPMENT<br><b>As Requested</b>                        |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>Tiffin, OH</b>                      |
| MINIMUM DELIVERY REQUIREMENTS<br><b>N/A</b>  |  |

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

The terms and conditions of this Contract are those of [ITB #07111000446](#), this Contract Agreement and the vendor's quote dated [8/16/01](#). In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

**Estimated Contract Value: \$15,000,000.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B2001196  
between  
THE STATE OF MICHIGAN  
and

|  |  |
|--|--|
| NAME & ADDRESS OF VENDOR<br><b>Seneca Medical</b><br><b>2435 N. Shaffer Park Drive</b><br><b>P.O. Box 399</b><br><b>Tiffin, OH 44883</b>   | TELEPHONE <b>Colleen Bowman</b><br><b>800-447-0225</b> |
|  | VENDOR NUMBER/MAIL CODE                                |
|  | BUYER (517) 373-7368<br><b>Corinne Sackrider</b>       |
| Contract Administrator: Corinne Sackrider<br><b>Hospital Medical Supplies - Statewide</b>  |  |
| CONTRACT PERIOD: From: <b>January 1, 2002</b> To: <b>January 1, 2007</b>   |  |
| TERMS<br><b>Net 30 Days</b>  | SHIPMENT<br><b>As Requested</b>                        |
| F.O.B.<br><b>Delivered</b>   | SHIPPED FROM<br><b>Tiffin, OH</b>                      |
| MINIMUM DELIVERY REQUIREMENTS<br><b>N/A</b>  |  |
| MISCELLANEOUS INFORMATION:<br><b>THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.</b><br><br>The terms and conditions of this Contract are those of <b>ITB #07111000446</b> , this Contract Agreement and the vendor's quote dated <b>8/16/01</b> . In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.<br><br>Estimated Contract Value: <b>\$15,000,000.00</b> |  |

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No. 07111000446**. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:

FOR THE STATE:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Authorized Agent (Print or Type)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
**Kathryn T. Jones, Deputy Director**

\_\_\_\_\_  
Name  
**State Purchasing Division**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**STATE OF MICHIGAN**

**DEPARTMENT OF MANAGEMENT AND BUDGET**

**OFFICE OF PURCHASING**

**CUSTOMER SERVICE DIVISION**

**HOSPITAL/MEDICAL/SURGICAL PRIME VENDOR CONTRACT**



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**SECTION I  
STANDARD CONTRACTUAL TERMS AND CONDITIONS**

**I-A PURPOSE**

The purpose of this Contract is for the establishment of a five (5) year Contract for a prime vendor who will supply all State of Michigan agencies with medical/surgical supplies.

**I-B ISSUING OFFICE**

This Contract is issued by the Office of Purchasing, State of Michigan, Department of Management and Budget, hereinafter known as the Office of Purchasing, for the various State of Michigan departments hereinafter known as State agencies. Where actions are a combination of those of the Office of Purchasing and the State agencies, the authority will be known as the State.

The Office of Purchasing is the sole point of contact in the State with regard to all procurement and Contractual matters relating to the commodities and/or services described herein. The Office of Purchasing is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this [Contract](#). The Office of Purchasing will remain the SOLE POINT OF CONTACT throughout the procurement process until such time as the Director of Purchasing shall direct otherwise in writing (see paragraph below). All communications covering this procurement must be addressed to:

Department of Management and Budget  
Office of Purchasing  
Attn: [Corinne Sackrider](#)  
2nd Floor, Mason Building  
P. O. Box 30026  
Lansing, Michigan 48909  
e-mail: [Sackriderc@state.mi.us](mailto:Sackriderc@state.mi.us)

**I-C [CONTRACT ADMINISTRATOR](#)**

Upon receipt at the Office of Purchasing of the properly executed [Contract Agreement](#), it is anticipated that the Director of Purchasing will direct that all State agencies be authorized to administer this [Contract](#) on a day-to-day basis during the term of this [Contract](#). However, administration of this [Contract](#) implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such [Contract](#). That authority is retained by the Office of Purchasing. The Contract Administrator for this project is Corinne Sackrider.

**I-D CONTRACT TERM**

The term of this [Contract](#) will be for a five (5) year period and will commence with the issuance of this [Contract](#). This will be from January 1, 2002 through December 31, 2006.

At the sole option of the State, this Contract may be extended for an additional sixty (60) days following the expiration of the original Contract or following any one-year extension of the Contract. This sixty (60) day extension shall be at the same terms and conditions which immediately preceded the extension, whether the original Contract or a one-year extension.

**I-E COST LIABILITY**

The State of Michigan is not liable for any cost incurred by the bidder prior to signing of this [Contract](#). The State fiscal year is October 1st through September 30th. Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this [Contract](#).

**I-F RECYCLED CONTAINERS**

The Contractor is encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

**I-G ASSIGNMENT**

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Director.

**I-H ORDER OF PRECEDENCE**

This [Contract](#) will consist of published addenda modifying the ITB, the contents of the ITB, and the Contractor's response to the ITB requirements. In case of disagreement, the ITB as modified by the published addenda will rule. The State of Michigan shall not be bound by any part(s) of any bidder's response to the ITB

that contains information, options, conditions, terms, or prices not requested nor required in the ITB.

**I-I NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of this [Contract](#) shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

**I-J REVISIONS**

This [Contract](#) may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

**I-K SEVERABILITY**

Each provision of a this [Contract](#) shall be deemed to be severable from all other provisions of this [Contract](#) and, if one or more of the provisions of this [Contract](#) shall be declared invalid, the remaining provisions of this [Contract](#) shall remain in full force and effect.

**I-L GOVERNING LAW**

This [Contract](#) shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

**I-M PRIME CONTRACTOR RESPONSIBILITIES**

The prime Contractor will be required to assume responsibility for all Contractual activities offered in this Contract, whether or not that Contractor performs them. Further, the State will consider the prime Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from this [Contract](#). If any part of the work is to be subcontracted, responses must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the primary Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of this [Contract](#). Any change in subcontractors must be approved by the State, in writing, prior to such change.

**I-N NEWS RELEASES**

News releases pertaining to this Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with this Contract are to be released without prior written approval of the State and then only to persons designated.

**I-O TAXES**

The State of Michigan is exempt from Federal Excise Tax, State or Local Sales Tax. Contract prices shall not include such taxes. Exemption Certificates for Federal Excise Tax will be furnished upon request.

**I-P AUDIT**

The Office of Purchasing and/or its designee with ten (10) days written notice to the Contractor will be allowed in-house audit privileges of vendor's records to determine if the Contractor is complying with the requirements of the Contract.

**I-Q DISCLOSURE**

All information in a bidder's proposal and any Contract resulting from this ITB is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

**I-R ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the [Contract](#) in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Department of Auditor General at any time during the [Contract](#) period and any extension thereof, and for three years from expiration date and final payment on the [Contract](#) or extension thereof.

**I-S [CONTRACT](#) DISTRIBUTION**

The Office of Purchasing shall retain the sole right of [Contract](#) distribution to all State agencies and local units of government unless other arrangements are authorized by the purchasing office.

**I-T DELEGATION**

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the State Purchasing Director has given written consent to the delegation.

**I-U INDEMNIFICATION****1. General Indemnification**

The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including

reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (a) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
- (b) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
- (c) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
- (d) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
- (e) any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

## 2. Patent/Copyright Infringement Indemnification

The Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or



foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

### 3. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, its departments, boards, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

### 4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

## **I-V CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the [Contract \(Direct Purchase Order\)](#), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' compensation laws of any other State the

Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.

- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the [Contract](#) ([Direct Purchase Order](#)).

**BEFORE STARTING WORK THE CONTRACTOR MUST FURNISH TO THE OFFICE OF PURCHASING, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE [CONTRACT](#) OR [DIRECT PURCHASE ORDER NO.](#) MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice bearing the [Contract No.](#) or [Direct Purchase Order No.](#) has been given to the Director of Purchasing.

## **I-W CANCELLATION**

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the

Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of Contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any

of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

#### **I-X NON-DISCRIMINATION CLAUSE**

In the performance of this [Contract](#) or [Direct Purchase Order](#) resulting herefrom, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Contractor further agrees that every subcontract entered into for the performance of this [Contract](#) or [Direct Purchase Order](#) resulting herefrom will contain a provision requiring non-discrimination in employment as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, et seq, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of this [Contract](#) or [Direct Purchase Order](#).

#### **I-Y GENERAL**

This Contract is for the commodities or services specified hereunder to be furnished during the period as noted. Exact quantities to be purchased are unknown except that Contractor will be required to furnish all such materials as may be ordered during the Contract period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State departments on the [Direct Purchase Order Release Form](#) and by the Office of Purchasing on the [Direct Purchase Order Form](#).

Attached is a listing of State agencies (Attachment "A") that may wish to order from this [Contract](#). The listing shall not limit participation of additional agencies as the need may develop at the same prices, terms and conditions. Orders may also be issued by local units of government.

**I-Z NOTICE AND RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

**I-AA PACKAGING**

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

## **SECTION II**

### **REQUIREMENTS OF THE STATE'S MEDICAL/SURGICAL SUPPLY PROGRAM**

#### **II-A GOALS OF THE STATE'S MEDICAL/SURGICAL SUPPLY PROGRAM**

To consolidate all of the State's medical/surgical product needs with one prime vendor thereby reducing the State's costs in processing orders and payments.

To have access through the prime vendor of a wide range of clinically acceptable products which meet the needs of State agencies.

To obtain, with the assistance of the prime vendor, discounted pricing from manufacturers.

To achieve, with the assistance of the Contractor, product standardization.

To get frequent delivery of products to State agencies thereby reducing the State's costs of warehousing and inventory control.

To provide a flexible distribution program that can meet the particular needs of each State agency.

#### **II-B BACKGROUND INFORMATION**

State of Michigan Agencies purchase approximately three million dollars annually of medical/surgical supplies. The number of residents in State institutions is approximately 35,000. State institutions consist of prisons that have medical clinics, an acute care hospital, which serves most of the correctional institutions, mental health hospitals, two long term care veteran's facilities and residential facilities for youthful offenders. A list of these institutions is found in Attachment A.

#### **II-C DEFINITIONS**

**Contract Administrator** is the State employee in the Office of Purchasing assigned to administer the Contract for the State and shall be the central contract person for the Contractor and State agencies.

**Contractor's Cost** is the Contractor's actual invoice cost from the manufacturer or supplier plus applicable freight less all off-invoice Contract allowances. These allowances shall include all rebates, promotional allowances, reverse rebates, cost adjustments, special incentives and discounts allowable under a Pricing Agreement. Applicable freight for any product shall not exceed the rate charged by nationally recognized carriers operating in the same market for the same type of freight service.

**Emergency Delivery** is delivery of a product ordered and delivered on the same day.

**Pricing Agreements** are agreements with manufacturer's or suppliers which have been negotiated by the Contractor on behalf of the State of Michigan or negotiated by the Office of Purchasing or by a buying group for its' members or by a third party.

## **II-D SPECIFICATIONS**

Definite Specifications – All commodities and services to be furnished hereunder shall conform to the specifications as noted in the "Invitation To Bid" and/or copies of specifications attached.

## **II-E F.O.B. POINT**

Prices are quoted "F.O.B. Delivered" with transportation charges prepaid on all orders (excluding emergency orders).

## **II-F PRODUCTS COVERED AND AGENCY EXEMPTIONS**

The Contractor shall provide all State agencies with the full range of clinically acceptable consumable medical/surgical products excluding pharmaceuticals. If the Contractor cannot timely provide a product needed by an agency, the agency may go to another vendor to obtain the products.

The Grand Rapids Home for Veterans and Jacobetti Home for Veterans may be eligible to purchase medical/surgical supplies through the Federal Veteran's Administration Contracts. If the State's prime vendor is not a Federal Veteran's Administration prime vendor, both of these State agencies are exempted from this Contract for medical/surgical products that cost less on the federal contract.

## **II-G PRODUCT EVALUATION**

The specific manufacturer product lines to be supplied by the Contractor will be selected in consultation with the Contractor by the State's Medical Product Advisory Committee and through an evaluation process at Duane Waters Hospital, Department of Corrections. The State will annually review products for clinical acceptability and reserves the right to add and remove products available to State agencies through the Contractor. The State will review new products as the need arises and reserves the right to add new products to the products available from the Contractor. The Contractor shall keep the Contract Administrator advised of new products, changes in products and all product recalls. The Contractor shall send all product notices, as well as notices of any other changes affecting its' distribution services and notices of new distribution services to the Contract Administrator.



**II-H PRODUCT DISCOUNTS**

The Contractor shall be responsible for negotiating discounts off list prices directly with manufacturers for the State of Michigan. These discounts must be acceptable to the State and the State will benchmark discounts against prices paid by other users. The Contractor shall provide the Contract Administrator with copies of all Pricing Agreements negotiated by the Contractor on behalf of the State. The Contractor shall provide the Contract Administrator with list prices for all products, the negotiated discount for all product lines and length of time the manufacturer will hold the discount. The inability of the Contractor to negotiate discounts acceptable to the State may result in finding the Contractor in default thereby causing the State to cancel the Contract. Upon cancellation for default, the State reserves the right to begin negotiation with another bidder to enter a Contract for all of the State's medical/surgical product needs.

The Contractor will keep the Contract Administrator informed of products being ordered by State agencies for which there are no price agreements. The State of Michigan reserves the right to negotiate Pricing Agreements directly with manufacturers, to join a buying group and use the product Pricing Agreement negotiated by the buying group or use a Pricing Agreement negotiated by a third party.

The Contractor shall pass on to the State agencies all price discounts and reductions that the Contractor is entitled to receive from the manufacturers and suppliers under a Pricing Agreement. These discounts and reductions shall include, without limitation free goods, rebates, quarterly and other discounts, early payment discounts, special manufacturer deal prices and carload shipment discounts.

**II-I CATALOGS**

Without limitation, the Contractor shall provide State agencies with a product listing and description of all products with discounted pricing for the State of Michigan. This catalog (product listing) shall contain all information necessary for an agency to place an order with the Contractor. This catalog (product listing) shall be updated as needed and may be submitted electronically or on disk or CD-ROM.

**II-J FILL RATES**

A line on an order shall be considered filled if the correct item is shipped and the quantity ordered equal the quantity shipped. If the quantity shipped is less than or greater than the quantity ordered the item will not be considered filled. Substitute items will be considered filled if the substitute is pre-approved by the ordering agency. The minimum acceptable fill rate is 95%. A product on manufacturer's backorder to the Contractor shall be exempt from the fill rate requirement.

**II-K SUBSTITUTIONS/BACKORDERS**

It is the Contractor's responsibility to notify the State agencies in advance of delivery of any shortage of product. Confirmations of substitutions or backorders shall be faxed to the ordering agencies within two (2) hours after a substitution has been agreed upon by the agencies.

**II-L ORDERING**

There is no minimum order requirement. The Contractor shall have the capacity to receive orders electronically, by phone, facsimile, and by written purchase order. Confirmation of agency's order shall be faxed or electronically sent to the agency within two (2) hours of receipt of order by the Contractor. Items shall be available in less than case lots in order to meet the individual needs of each agency.

**II-M ELECTRONIC FUNDS TRANSFER**

The Contractor and the State agree that in the event any State agency has the capability for electronic transfer of funds compatible with that of the Contractor and chooses to use such payment method, that agency will be allowed to do so by mutual agreement from the Contractor.

**II-N DELIVERY**

Each agency may have specific needs as to the method of delivery, size of delivery vehicle and security concerns. The Contractor shall be flexible in order to satisfy these special requirements. Some agencies may establish regular delivery schedules. These may be twice per week, biweekly or monthly depending on the needs of the agency. Some agencies require their supplies to be packaged (shrink wrapped) by purchase order and some require individual deliveries to be made to different locations. **Agency shall contact Contractor for these special requests, if needed.**

The Walter Reuther Hospital does require the Contractor to deliver products ordered from that agency to be wrapped and specifically identified by floor and delivered to each floor at that facility. Mount Pleasant Center also required products to be delivered to individual buildings within the facility. Additional markups are stated on the Item Listing/Pricing pages at the end of the terms and conditions for each of these extra services.

Items shall be delivered at the lowest Contractor's cost plus the appropriate markup indicated on the pricing page as noted above. There shall be no additional charge unless the delivery is an Emergency Delivery.

Each order shall be accompanied with a packing slip. **At the beginning of each month, a list of products purchased during the previous month shall be sent to each agency.** The packing slip shall contain the following information:

Agency name and address  
Agency designated purchase order number on package  
Stock number and brief description of each item  
Unit of issue and quantity issued for each item  
Unit price and extended price for each item  
Date order was received by Contractor  
Total price of the order

All deliveries shall be F.O.B. destination to the ordering agency. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the agency except as to latent defects, fraud, and the Contractor's warranty obligations, if any.

## **II-O EMERGENCY DELIVERY**

The Contractor shall have the capability for same day delivery in the lower part of the State at a fee in addition to the mark-up.

## **II-P PALLETIZING**

Shipments may be requested as palletized deliveries; and if requested, shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.

## **II-Q INSPECTION OF PRODUCT**

Products shall be inspected by the ordering agency within 30 days of delivery. Products shall not be accepted if the product is defective, damaged, or outdated, if the product has been recalled, if the product was shipped in error, if the product is an unauthorized substitute product or if the product does not conform to this agreement or to the purchasing agreement under which it is available to State agencies. Rejected products shall be picked up by the Contractor within ten (10) days of being notified of the rejection by the agency. Contractor shall bear the risk of loss or damage to the product after the time the product leaves the physical possession of the State agency. Rejected products shall be exchanged or credited by the Contractor.

**II-R RETURNED GOODS POLICY**

In addition to returning rejected products, State agencies may, unless prohibited by law, return products ordered from the Contractor under the following circumstances: (1) the product is a stock product or committed product and is no longer needed by the State agency due to deletion from its standard supply list, or changes in usage patterns, provided the product is returned at least six (6) months prior to its expiration date, is in its' original packaging and is in salable condition, (2) The product is one which a product manufacturer or supplier authorized for return through the Contractor. The State agency shall bear the cost of shipment to the Contractor and the State agency bears the risk of loss or damage to the product until it is received by the Contractor.

Products returned must be exchanged or credited by the Contractor according to the following: Products returned within 90 days of the invoice date must be credited 100%. Products returned after 90 days of the invoice date shall be credited 75%. Special order items shall be credited 75% regardless of the date when the product is returned.

**II-S CUSTOMER SERVICE**

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts.

**II-T BILLINGS**

All billings to State agencies shall be accurate and include the following information:

- Agency name and address
- Agency purchase order number
- State accounting information
- Stock number and brief description of each item
- Unit of issue and quantity issued for each item
- Unit price and extended price for each item
- Location where products were delivered
- Statement Total

**II-U THIRD PARTY BILLINGS**

The Contractor shall have the capability to directly bill Medicare or other insurance company for products provided by the Contractor which are eligible for Medicare Part B reimbursement or reimbursement for another insurance company. This service shall be provided at no cost to the State. At the request of a State agency, the Contractor shall, at no cost to the State, do an assessment of the eligibility of persons residing in the State institution for Medicare Part B eligibility or eligibility under another insurance plan.

**II-V TRAINING AND EDUCATION**

The Contractor and the Office of Purchasing shall provide initial training to individual agencies on aspects of the ordering, shipping, billing, and receiving necessary to utilize the Contractor's system as well as training regarding the contractual obligations of both parties. At the request of the Contract Administrator, the Contractor shall, through manufacturer's representatives, provide in-service training to agency personnel on products and product safety issues at no cost to the State.

**II-W MANAGEMENT REPORTS**

The Contractor shall submit the following management reports:

**To the Contract Administrator****Within 30 days of the end of each quarter the following reports:**

- a. Itemized report of all items purchased by each agency for the previous quarter. The report shall include item description, item number, pack, quantity purchased and total cost.
- b. Report of all agencies making purchases. Report shall include agency name, account number, date of last purchase, and total dollar purchased.
- c. Fill rate information by agency, which shall include the number of orders received, orders processed, back orders, partially filled orders and reorders. Also included shall be a list of products that have been on manufacturer backorder during the quarter and a list of products that are currently on manufacturer backorder. The name of the manufacturer shall be listed with each product.

**Within 30 days of the end of each year of the Contract, the following reports:**

- a. Itemized report of all items purchased by each agency for the previous year. Report shall include item description, item number, pack, quantity purchased and total cost.
- b. Itemized report of all items purchased by all agencies and local units of government for the previous year. Report shall include item description, item number, pack, quantity purchased and total cost.

**At the request of the Contract Administrator:**

Itemized report of all items purchased by all agencies for which there is no negotiated pricing discounts or pricing agreements.

Products purchased by manufacturer by agency and statewide.

Fill rates by product categories and for all product categories by agency

and

statewide.

time. Custom reports that the Contract Administrator may request for time to

**To each agency:**

Within 30 days of the end of each quarter the following report:  
Itemized report of all items purchased by that agency for the previous quarter.

Report shall include item description, item number, pack, quantity purchased and total cost.

Within 30 days of the end of each year of the Contract:  
Itemized report of all items purchased by that agency for the previous year.

Report to include item description, item number, pack, quantity purchased and total cost.

Report to be itemized by location of each agency.

**II-X PERFORMANCE REVIEWS**

The Contract Administrator, in conjunction with State agencies, will review with the Contractor their performance under the Contract. Performance reviews shall be conducted every 4 months during the first year of the Contract and twice per year thereafter. Performance reviews may be changed to twice per year in the subsequent years of the Contract, if performance has met expectations. Performance reviews shall include timeliness of delivery, satisfaction of delivery, fill rates, pricing agreements, customer service, the amount of back orders and the status of such orders, the number of substitutions and the reasons for substitutions, accuracy of billings, 3<sup>rd</sup> party billing services and any other requirements of the Contract.

Upon finding by the Contract Administrator of poor performance by the Contractor, the Contractor shall be given an opportunity to respond and take corrective action. If the problem is not resolved in a reasonable amount of time as determined by the Contract Administrator, the Contract may be cancelled for default.

**II-Y NEW SERVICE OPPORTUNITIES**

The Contract Administrator and the Contractor shall meet twice during the year to share new service information and technology and to discuss opportunities of mutual interest. The Contractor shall work with the Contract Administrator in developing new services and exploring opportunities of mutual interest.

**II-Z ADDITIONAL PRODUCTS AND SERVICES**

The Office of Purchasing reserves the right to modify the services provided for in the Contract and add products to the Contract during the course of the Contract. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary. Any changes in

pricing proposed by the Contractor resulting from the requested changes are subject to acceptance by the State. Changes may be increases or decreases.



**II-AA NON-STATE AGENCY REQUIREMENTS**

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. The bidder is requested to complete the "Non-State Agency Statement" (Section II-CC, page 20) to indicate a willingness to supply commodities to these authorized local units of government, school districts, etc. as well as the State departments and agencies. A listing of approved program members will be included.

Inasmuch as these are non-State agencies, all invoices will be submitted to and payment remitted by the local unit of government on a direct and individual basis. Orders received from non-approved local units of government shall not be considered unless prior approval is granted by Office of Purchasing.

**II-BB ITEM LISTING PAGES**

The price quoted for each item was derived by utilizing a discount off of the catalog price. The discount utilized is the same for ALL items.

**Copies of Contractor's catalog (listing of most used available items) will be distributed to all agencies and Office of Purchasing (OOP) by the Contractor by February 2, 2002.** CDRoms will be available to any agencies that wish to receive them and these will be distributed to the agencies by the Contractor within the next few weeks. Agencies shall have the ability to order any item in the Contractor's catalog/CDRom at the discount that is reflected in the Contractor's response shown on the Item Listing/Pricing Pages.

**II-CC INTERNET ACCESS**

The Office of Purchasing and the State agencies will have the ability to view the Contractor's catalog information on the Internet. This will assist those agencies that do have Internet access to view the products and see the State's discounted price for each product. There would have to be security measures built into this program and passwords to protect that information.

**II-DD PRICE**

For each item, the Contractor shall charge the lowest Contractor's Cost available to the State of Michigan plus the appropriate Contractor's markup quoted in their price proposal. The markups shall cover storage, processing and delivery. The total cost, Contractor's Cost plus the markup quoted, will be the cost charged to and paid by the ordering agency. Except for Emergency Delivery, there shall be no additional charges. The markups and the additional fees quoted shall remain firm for 24 months from the date the Contract becomes effective.

The Contractor's markups and additional fees may be revised at the end of the 24 month period and each 24 month period thereafter. Revisions shall be based on general industry changes and supported by adequate detail to document same. Revisions may be either increases or decreases and may be requested by either party.

If the State elects to extend the Contract for an additional 60 days at the end of the five year Contract, the markups and additional fees shall be the same as those immediately preceding the 60 day extension.

The postmark date on the [Contract](#) Release will determine prices to be charged on orders (requesting a single shipment to be delivered prior to the effective date of the price revision) that may already be in transit to the Contractor prior to the new price implementation date. Orders issued by agencies requesting multiple deliveries, over a specified period of time, which may overlap two price periods, shall reflect the current price at the time of delivery.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE STATE RESERVES THE RIGHT TO CANCEL THE CONTRACT AND BEGIN NEGOTIATIONS WITH ANOTHER BIDDER TO ENTER A CONTRACT FOR ALL OF THE STATE'S HOSPITAL/MEDICAL/SURGICAL PRODUCT NEEDS.

## **II-EE SITE VISITS**

The State may conduct a site visit to tour and inspect the distribution center and administrative offices. The Office of Purchasing will schedule these visits, if required.

## **II-FF USAGE REPORTING - LOCAL UNITS OF GOVERNMENT**

Contractor may be required to report the Contract usage by local units of government. Such usage shall be reported quarterly and by item to the Contract Administrator.

## **II-GG USAGE REPORTING – STATE AGENCIES**

Contractor may be required to report the Contract usage by State agencies. Such usage shall be reported quarterly and by item to the Contract Administrator.

**II-HH MARKUP COST SHEET**

1. INDICATE YOUR MARKUP TO COVER ALL COSTS ASSOCIATED WITH PROCESSING ORDERS, STORAGE AND DELIVERY IN BULK SHRINK WRAPPED TO AGENCY'S RECEIVING DOCK OR INSIDE RECEIVING AREA.

**PER ITEM 7.9%**

2. INDICATE YOUR MARKUP TO COVER ALL COSTS ASSOCIATED WITH PROCESSING ORDERS, STORAGE AND DELIVERY PACKAGED BY DEPARTMENT TO THE AGENCY'S DOCK OR INSIDE RECEIVING AREA.

**PER ITEM 10.3%**

3. INDICATE YOUR MARKUP TO COVER ALL COSTS ASSOCIATED WITH PROCESSING ORDERS, STORAGE AND DELIVERY PACKAGED BY DEPARTMENT INSIDE TO A WARD, FLOOR, WING OR OTHER SUB-UNIT INSIDE THE BUILDING.

**PER ITEM 14.8%**

4. INDICATE YOUR MARKUP TO COVER ALL COSTS ASSOCIATED WITH PROCESSING ORDERS, FOR DELIVERY TO INDIVIDUAL BUILDINGS WITHIN A FACILITY.

**PER ITEM 12.3%**

5. INDICATE YOUR CHARGE, IN ADDITION TO MARKUP QUOTED ABOVE, FOR SAME DAY EMERGENCY DELIVERIES.

**PRICE PER DELIVERY \$125.00**

Person responsible for administering this [Contract](#).

**NAME: Colleen Bowman**

**TITLE: Territory Manager**

**PHONE: (800) 447-0225 X 530**

**FAX #: (419) 447-7201**

**E-MAIL: [cbowman@senecamedical.com](mailto:cbowman@senecamedical.com)**

**STATE OF MICHIGAN - AGENCY PROCUREMENT LIST**  
(Revised 06/01/01)

| <b>AGENCY AND ADDRESS<br/>TELEPHONE</b>   | <b>CONTACT</b>                        |       |
|---|---------------------------------------|-------|
| <b>Michigan Career &amp; Technical Institute</b><br>664-9210<br>11611 West Pine Ave., Plainwell, MI 49080 | Leslie C. Ray                         | (616) |
| <b>COMMUNITY HEALTH, Dept. of</b><br>Budget Division  | Lynn Strong/Jane Bitsicas<br>241-0134 | (517) |
| 4 <sup>th</sup> Floor, Cass Bldg.<br>241-2832<br>Lansing, MI 48909  | Tamara Reed                           | (517) |
|   | Sharon St. Arno 241-3784              |       |
| Commodity Purchasing Office<br>335-9388   | Beth Kinsey                           | (517) |
| 1 <sup>st</sup> Floor, Cass Bldg.<br>241-2305<br>Lansing, MI 48909  | Shirley Martin                        | (517) |
| <b>Caro Center *</b><br>673-3191<br>2000 Chambers Rd, Caro, MI 48723-9296                                 | Pat Gettel<br>Ext. 445                | (517) |
| <b>Center for Forensic Psychiatry</b><br>429-2531<br>P.O. Box 2060, Ann Arbor, MI 48106                   | Beth McKellen<br>Ext. 531             | (734) |
| <b>Hawthorn Center</b><br>349-3000<br>18471 Haggerty Road, Northville, MI 48167                           | Nadine Merriman<br>Ext. 233           | (248) |
| <b>Huron Valley Center</b><br>434-3899<br>3511 Bemis Road, Ypsilanti, MI 48197                            | Dee Proctor                           | (734) |
| <b>Kalamazoo Psychiatric Hospital</b><br>337-3047<br>1312 Oakland Drive, Kalamazoo, MI 49008              | Pam Butler                            | (616) |
| <b>Mt. Pleasant Center *</b><br>773-7921<br>1400 W. Pickard, Mt. Pleasant, MI 48858                       | Robert Kampf<br>Ext. 2370             | (517) |

|  |  |       |
|--|--|-------|
| <b>Northville Psychiatric Hospital</b><br>349-1800<br>41001 W. 7 Mile Road, Northville, MI 48167   | Cary Whipple<br>Ext. 2101<br>Dennis LeBlanc<br>Ext. 2102 | (248) |
| <b>Walter P. Reuther Psychiatric Hospital</b><br>367-8409<br>30901 Palmer Road, Westland, MI 48186 | Sharon Stain   | (734) |
| <b>Southgate Regional Center *</b><br>324-4156<br>16700 Pennsylvania Rd, Southgate, MI 48195       | Pamela Mason<br>Ext. 156                                 | (734) |

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**AGENCY AND ADDRESS  
TELEPHONE**

**CONTACT**

**CORRECTIONS, Dept.**

Central Procurement Office

Grandview Plaza, Lansing, MI 48909

Cindy Hurst  
(517) 373-4447  
Marsha Stansfield  
335-2889  
John Knopp  
335-4904

Adrian Temporary Facility  
(See Gus Harrison Regional Facility)

**Alger Maximum Facility \***

P.O. Box 600, Munising, MI 49862

Ext. 1144

**Baraga Maximum Facility \***

310 Wadaga, R#1, Bx. 55, Baraga, MI 49908  
353-7070

Barb Beacham  
(906) 387-5000

Dawn Vanwagner (906)

Ext. 1152

**E. C. Brooks Correctional Facility \***

2500 S. Sheridan Drive

Muskegon, MI 49444

Chris Devoogd (213)

773-0029

Debbie Hanks  
773-0022

**Carson City Regional/Temporary Facilities \***

10522 Boyer, Carson City, MI 48811

Pam Silverthorn (517)

584-3941

Ext. 6107

Brian Goerge  
Ext. 6108

**Chippewa Correctional Facility \***

4387 W. M-80, Kincheloe, MI 49784

Rich Cottle (906)

495-2275

Ext. 3117

**Chippewa Temporary Correctional Facility**

495-2275

4535 W. Tone Road, Kincheloe, MI 49785

Rich Cottle (906)

Ext. 3117

**G. Robert Cotton Facility**

(see State Prison of Southern Michigan)

**Florence Crane Women's Facility \***

279-9165

38 Fourth Street, Coldwater, MI 49036

Ron LaBelle (517)

Ext. 1217

**Charles Egeler Correctional Facility**

(see State Prison of Southern Michigan)

|                                       |             |       |
|---------------------------------------|-------------|-------|
| <b>Handlon Michigan Training Unit</b> | Linda Brice | (616) |
| 527-6331                              |             |       |
| P.O. Box 492, Ionia, MI 48846         | Ext. 221    |       |

|   |                 |       |
|---|-----------------|-------|
| <b>Gus Harrison Regional Facility *</b>       |                 |       |
| PO Box 1888-2727 E. Beecher, Adrian, MI 49221 | B. Schoolmaster | (517) |
| 265-3900                                      |                 |       |
|   | Ext. 3110       |       |

|                                      |               |       |
|--------------------------------------|---------------|-------|
| <b>Huron Valley Men's Facility</b>   | Cathy Judkins | (734) |
| 572-1598                             |               |       |
| 3201 Bemis Road, Ypsilanti, MI 48197 |               |       |

|  |            |       |
|--|------------|-------|
| <b>Ionia Maximum Correctional Facility</b> | Norma Sage | (616) |
| 527-6331                                   |            |       |
| 1576 W. Bluewater Highway, Ionia, MI 48846 | Ext. 226   |       |

**AGENCY AND ADDRESS  
TELEPHONE**

**CONTACT**

|                                       |           |       |
|---------------------------------------|-----------|-------|
| <b>Ionia Temporary Facility</b>       | Jan Major | (616) |
| 547-0110                              |           |       |
| (see Riverside Correctional Facility) | Ext. 380  |       |

|   |                      |       |
|---|----------------------|-------|
| <b>Kinross/Hiawatha Correctional Facilities *</b> | Chuck Bergman, x4228 | (906) |
| 495-2282  |                      |       |
| 5086 Tone Road, Kincheloe, MI 49788               | Ruth Paquin, x4292   |       |

|   |             |       |
|---|-------------|-------|
| <b>Lakeland Correctional Facility *</b> | Ron LaBelle | (517) |
| 279-9165                                |             |       |
| 38 Fourth Street, Coldwater, MI 49036   | Ext. 166    |       |

|  |               |       |
|--|---------------|-------|
| <b>Macomb Regional Correctional Facility *</b> | Tawana Brooks | (810) |
| 749-4900                                       |               |       |
| 34625 26 Mile Road, New Haven, MI 48048        | Ext. 154      |       |

|  |           |       |
|--|-----------|-------|
| <b>Marquette Branch Prison *</b>       | Dave Rice | (906) |
| 226-6532                               |           |       |
| 1960 US 41 Hwy S., Marquette, MI 49855 | Ext. 348  |       |

|                                      |                |       |
|--------------------------------------|----------------|-------|
| <b>Michigan Reformatory</b>          | Cyndi Marshall |       |
| 1342 W. Main Street, Ionia, MI 48846 | Ext. 209       | (616) |
| 527-2500                             |                |       |

|                                       |                |       |
|---------------------------------------|----------------|-------|
| <b>Michigan State Industries</b>      | Grazina Giroux | (517) |
| 373-3887                              |                |       |
| 5656 S. Cedar, Lansing, MI 48911-3809 |                |       |

|  |   |       |
|--|---|-------|
| <b>Mid-MI Temporary Correctional Facility *</b><br>8201 N. Crosswell Road, St. Louis, MI 48880 | Nancy Michaels<br>681-7008                            | (517) |
| <b>Mound Regional Facility *</b><br>17600 Ryan Road, Detroit, MI 48212                         | Rochelle Comer<br>368-8300<br>Ext. 2114               | (313) |
| <b>Muskegon Correctional Facility</b><br>2400 S. Sheridan Dr., Muskegon, MI 49442              | Kathy Ayotte<br>773-3201<br>Ext. 224                  | (213) |
| <b>Muskegon Temporary Facility</b><br>2500 S. Sheridan Dr., Muskegon, MI 49444                 | Chris Devoogd<br>773-0029<br>Debbie Hanks<br>773-0022 | (213) |
| <b>Newberry Correctional Facility *</b><br>3001 Newberry Ave., Newberry, MI 49868              | Jody Mark<br>(906)293-0003                            |       |
| <b>Oaks Correctional Facility *</b><br>723-8272<br>P.O. Box 38, Eastlake, MI 49626             | Sharol Zimmerman<br><br>Ext. 1056                     | (616) |
| <b>Ojibway Correctional Facility *</b><br>787-2217<br>P.O. Box 236, Marenisco, MI 49947        | Jean Balduc<br><br>Ext. 114                           | (906) |
| <b>Pine River Correctional *</b><br>681-8001<br>320 N. Hubbard, St. Louis, MI 48880            | Bonnie Compton  | (517) |
| <b>Pugsley Correctional Facility *</b><br>263-5253<br>7401 Walton Road<br>Kingsley, MI 49649   | Sue Ellen Walter                                      | (231) |



| <b>AGENCY AND ADDRESS<br/>TELEPHONE</b>  | <b>CONTACT</b>                    |       |
|--|-----------------------------------|-------|
| <b>Riverside Correctional Facility</b><br>527-0110<br>777 W. Riverside Drive, Ionia, MI 48846  | Jan Major<br>Ext. 380             | (616) |
| <b>Ryan Correctional Facility</b><br>368-3200<br>17600 Ryan Road, Detroit, MI 48212  | Lisa Porter<br>Ext. 1123          | (313) |
| <b>Saginaw Correctional Facility *</b><br>695-9880<br>9625 Pierce Road, Freeland, MI 48623   | J. Stone-Wallace<br>Ext. 1136     | (517) |
| <b>St. Louis Correctional Facility*</b><br>681-6444<br>8585 N. Crosswell Road, St. Louis, MI 48880                                     | Nancy Michaels                    | (517) |
| <b>Scott Regional Facility</b><br>459-7400<br>47500 Five Mile Rd., Plymouth, MI 48170  | Jean Woolridge<br>Ext. 229        | (734) |
| <b>Special Alternative Incarceration</b><br>475-1368<br>18901 Waterloo Rd. Chelsea, MI 48118   | Cheryl Daugherty<br>Ext. 342      | (734) |
| <b>Standish Maximum Facility *</b><br>846-7000<br>4713 W. M-61, Standish, MI 48658   | Sherry Payton<br>Ext. 1149        | (517) |
| <b>State Prison of Southern Michigan</b><br>780-6101<br>4000 Cooper Str., Jackson, MI 49201<br>780-6102<br>Sandi Fairbanks<br>780-6104 | Renard Marshall<br>Carol Brownlee | (517) |
| <b>Thumb Correctional Facility *</b><br>667-2045<br>3225 John Conley Dr., Lapeer, MI 48446   | Donna Jones<br>Ext. 239           | (810) |
| <b>Western Wayne Correctional Facility</b><br>459-2500<br>48401 Five Mile Rd., Plymouth, MI 48170                                      | Cathy Carr<br>Ext. 230            | (313) |
| <b><u>Corrections Camp Program Directory</u></b><br><b>Camp Branch *</b> <b>Camp Brighton *</b><br><b>Camp Kitwin *</b>                | <b>Camp Cusino *</b>              |       |

|  |   |   |                              |
|--|---|---|------------------------------|
| 19 Fourth Street<br>South, P.O. Box 7<br>Coldwater, MI 49036<br>Painesdale, MI 49955   | P.O. Box 200<br>Pinckney, MI 48169                                    | HCR Space One, Box 120<br>Shingleton, MI 49884                          | M-26                         |
| <b>Camp Koehler *</b><br><b>Sauble *</b><br>16463 S. Huggin Rd.<br>E. Freesoil Rd.<br>Kincheloe, MI 49788<br>Freessoil, MI 49411 | <b>Camp Ottawa *</b><br>216 Gendron Road<br>Pellston, MI 49769        | <b>Camp Pellston *</b><br>Route #1<br>Pellston, MI 49769                | <b>Camp</b><br>4058          |
| <b>Camp Tuscola *</b><br><b>Waterloo*</b><br>2420 Chambers Rd.<br>Maute Road<br>Caro, MI 48723<br>Lake, MI 49240                 | <b>Camp Lehman *</b><br>4282 Hartwick Pines Rd.<br>Grayling, MI 49738 | <b>Camp Manistique *</b><br>401 N. Maple Street<br>Manistique, MI 49854 | <b>Camp</b><br>6000<br>Grass |
| Camp Cassidy Lake *<br>18901 Waterloo Rd.<br>Chelsea, MI 48118   |   |   |                              |

| AGENCY AND ADDRESS<br>TELEPHONE  | CONTACT   |  |
|--|---|--|
| <b>School for the Deaf and Blind *</b><br>257-1460<br>W. Court at Miller Road, Flint, MI 48503<br>257-1472                             | Alex Davlantes  | (810)  |
| <b>FAMILY INDEPENDENCE AGENCY</b><br>235 S. Grand Ave., Ste. 1205<br>373-4108<br>P.O. Box 30037, Lansing, MI 48909                     | Judy Unrath   | (517)  |
| <b>MI Commission for the Blind</b><br>337-3852<br>1541 Oakland Drive, Kalamazoo, MI 49008<br>337-3848                                  | Melody Lindsey  | (616)  |
| <b>Contacts for the following agencies should be made<br/>through Family Independence Agency - Central Office</b>                      |   |  |
| <b>Adrian Training School *</b><br><b>Center *</b><br>P. O. Box 218<br>Street<br>Adrian, MI 49221<br>49829                             | <b>Arbor Heights Center</b><br><br>1447 Washington Heights<br><br>Ann Arbor, MI 48104       | <b>Bay Pines</b><br><br>2425 N. 30th<br><br>Escanaba, MI               |
| <b>Genesee Valley Regional Ctr</b><br><b>Center *</b><br>4287 W. Pasadena<br>Road, #G<br>Flint, MI 48504<br>48651                      | <b>W.J. Maxey Boys' Training School</b><br><br>P. O. Box 349<br><br>Whitmore Lake, MI 48189 | <b>Nokomis Challenge</b><br><br>6300 S. Reserve<br><br>Prudenville, MI |
| <b>Shawano Center *</b><br>10 Howes Lake Road<br>Grayling, MI 49738  |   |  |
| <b>MILITARY &amp; VETERANS' AFFAIRS, Dept. of</b><br>2500 S. Washington, Lansing, MI 48913<br>483-5663<br><br>483-5803<br><br>483-5658 | Carol Kitchin<br><br>Sandy Wentworth<br><br>Jim Schleicher                                  | (517)  |
| <b>Grand Rapids Home for Veterans</b><br>364-5309  | Wayne Postmus   | (616)  |

3000 Monroe Ave. Grand Rapids, MI 49505  
364-5305

Doug Wagenborg

**D. J. Jacobetti Home for Veterans \***  
226-3576

Joe Miller

(906)

425 Fisher Street, Marquette, Mi 49855

Ext. 351

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